



Foureyes® Dealer Referral Program Terms

Effective Date: August 15, 2025

Foureyes, LLC, a Delaware limited liability company and/or its subsidiaries or affiliates ("Foureyes") has established its Foureyes Dealer Referral Program ("Program") in effort to encourage and reward its customers ("you", "Referrer") for spreading the word about Foureyes. The following terms ("Foureyes Dealer Referral Terms") create a binding agreement between you and Foureyes with respect to the Program and will govern your participation in the Program and any Program-related offers (the "Referral Program Agreement"). By participating in the Program, you agree to these Foureyes Dealer Referral Terms and Foureyes Privacy Policy found here: foureyes.io/privacy-policy.

Definition of Key Terms:

- Referrer(s): are parties who have entered into an authorized Referral Program Agreement with Foureyes.
- Eligible Product(s): Foureyes products and services that are eligible for Referral to earn a referral credit from. Such list of Eligible Products may be provided to Referrer upon request. Foureyes may, in its sole discretion, change, cancel, suspend, or modify the list of Eligible Products at any time without notice
- Direct Referral: is where the Referrer made the direct introduction to Foureyes to a new Foureyes customer via the Program web page and such customer enrolled in an Eligible Product within 3 months of the Direct Referral.

Referral Credit. The Referrer is eligible to receive an incentive for each Direct Referral. Such referral credit amount and timing is outlined on the Program web page, found here: foureyes.io/dealer-referral-program-terms

Intellectual Property Rights. Foureyes has developed and is in the business of developing and owns, and controls certain proprietary technology, software, applications, templates, methods, systems and designs ("Intellectual Property"). The Referrer will not acquire any rights, title or interest in any Intellectual Property of Foureyes. The parties exclusively own and retain all right, title and interest in their respective intellectual property now existing or hereafter produced or acquired including, without limitation, all rights in trade secrets, patents, inventions, concepts, copyrights, trademarks, and work rights. The parties acquire no rights to any intellectual property of the other party owned or created by the other party by virtue of this Agreement, disclosure, and/or use by the other party.

Confidentiality. Referrer's execution, delivery, and performance of this Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person or party. Referrer will not provide any confidential information of any third parties to Foureyes unless Referrer notifies Foureyes in writing that information provided is confidential and must remain confidential.

DISCLAIMER. FOUREYES EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES

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OF MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE OR USAGE OF TRADE RELATED TO FOUREYES, THE SERVICES AND/OR THIS AGREEMENT. REFERRER UNDERSTANDS THE USE OF THE PRODUCTS IS AT REFERRER'S OWN RISK AND IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE PARTIES BE LIABLE TO EACH OTHER FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, INFORMATION, OR CONTENT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS ARISING OUT OF THE SERVICES AND/OR THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND UNDER ANY THEORY LEGAL OR EQUITABLE THEORY. FOUREYES' AGGREGATE LIABILITY TO REFERRER ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE EQUIVALENT AMOUNT OF SERVICES CREDITS RECEIVED BY REFERRER FROM FOUREYES DURING THE PREVIOUS 30-DAY PERIOD.

Anti-Kickback Compliance. The parties agree to comply with all applicable anti-kickback laws and regulations with respect to the Program. Each party represents and warrants that it has not and will not offer, pay, solicit, or accept any bribe, kickback, or other improper payment or benefit, directly or indirectly, in connection with this Agreement. No portion of any payment made under this Agreement shall be used for any purpose that would violate any applicable anti-kickback or anti-corruption law, including but not limited to the U.S. Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) or the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), if applicable. Any breach of this provision shall be considered a material breach of this Agreement and may result in immediate termination.

Miscellaneous Terms. This Agreement may be terminated at either time by either party providing written notice to the other party. After a termination, no parties will have any rights or responsibilities of any kind or nature following the termination. Foureyes reserves the right to modify these Foureyes Dealer Referral Terms at any time, at its sole discretion, and without notice to you. Participation in the Program is considered acceptance of the Foureyes Dealer Referral Terms and any modifications which may be made. Foureyes may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. Fullpath also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program. Notwithstanding anything to the contrary in this Agreement, this Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party. This Agreement is governed by the laws of the State of Delaware, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any disputes will be litigated in Kent County, Delaware. This Agreement contains the complete agreement between the parties regarding the Program and supersedes all other understandings whether written or oral regarding its subject matter. If a provision of this Agreement is illegal or invalid in any respect, the balance of the provisions will remain intact, unaffected, and valid in every other respect. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity. This Agreement is binding each party and their respective heirs, successors, and assigns. This Agreement does not create any third-party beneficiary rights for any person.